

# AGREEMENT

Between

TOWNSHIP OF IRVINGTON, NEW JERSEY

and the

IRVINGTON FIRE OFFICERS ASSOCIATION, Local 2004  
affiliated with the I.A.F.F. A.F.L.-C.I.O

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JULY 1, 2000 THROUGH JUNE 30, 2004

Prepared By:

Eric Martin Bernstein, Esq.  
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.  
Two North Road  
P.O. Box 4922  
Warren, New Jersey 07059  
(732) 805-3360  
(732) 805-3346 – Facsimile

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PREAMBLE

AGREEMENT ENTERED INTO this            day of            , 2002, by and between the TOWNSHIP OF IRVINGTON, NEW JERSEY, hereinafter referred to as the "Town", or the "Employer", and the IRVINGTON FIRE OFFICERS ASSOCIATION, Local 2004, affiliated with the I.A.F.F. A.F.L.-C.I.O., hereinafter referred to as the "Union".

This Agreement is intended to define the duties, privileges, working conditions and remuneration respecting the employment of employees of the Town who are within the provisions of this Agreement in order to promote harmonious relationships between the parties and effect a good and efficient service.

ARTICLE I  
RECOGNITION

1. The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following uniformed personnel of its Fire Department, excluding all other such personnel of such Department:

Captains

Lieutenants

2. Unless otherwise indicated, the terms "Employee" or "Employees" when used in this Agreement refer only to those persons represented by the Union in the above-defined negotiating unit.

## ARTICLE II

### CHECK-OFF AND UNION SECURITY

1. The Town agrees to deduct monthly Union membership dues from the pay of those employees who individually voluntarily request in writing that such deductions be made on a form agreed upon between the Town and the Union and consistent with applicable law. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union Quarterly.

2. Any written designation by an employee covered by the Agreement to terminate dues deductions must be received in writing by the Town and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which such notice of withdrawal is filed.

3. Members of the Executive Board of the Union shall be allowed to visit the Central Station and Substations for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. No more than one (1) working employee shall make such a visitation at any one time, and permission shall first be obtained from the riding Deputy Chief. Upon entering the premises, the authorized representative shall notify the officer in charge or, in his absence, his immediate subordinate. Such visitation shall not interfere with the normal conduct of work within the Department.

4. The President or Executive Delegate of the Union shall be granted leave from duty with full pay in order to attend all regular monthly State Meetings of the I.A.F.F. A.F.L. – C.I.O when such meetings take place at a time when such officer is scheduled to be on duty, provided that said President or Executive Delegate (whichever of them is to attend the meeting) gives reasonable notice of no less than seventy-two (72) hours to the Chief and Director to secure another employee to work in his place.

5. The President and Executive Delegate shall be granted leave from duty with full pay for no more than three (3) days in order to attend the Annual New Jersey State Convention of the I.A.F.F. A.F.L. – C.I.O. which such convention takes place at a time when such officers are scheduled to be on duty, provided that said President and Executive Delegate given reasonable notice of no less than one (1) week to the Chief and Director to secure other employees to work in their place. A Certificate of Attendance at the State Convention shall be submitted to the Chief and Director by the President and Executive Delegate upon their return from the Convention. When requested by the Chief and Director, the Union shall be responsible for providing substitute employees for said delegates. The Town shall pay the substitute employees in accordance with overtime provisions stated in Article XXI.

6. It is expressly understood that the President and Executive Delegate will be from different Platoons. It is further understood that all leaves under Paragraphs 4 and 5 are subject to the requirement that same do not interfere with the minimum manpower requirements as established by Departmental General Order #85-11, or as may be established from time-to-time.

### ARTICLE III

#### LEAVE OF ABSENCE

1. Funeral Leave:

(a) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within his immediate family, from the date of death to and including the day of the funeral. The special leave of absence with pay is for the sole purpose of arranging for and attending funeral services. Such special leave may be extended without pay at the discretion of the Chief and Director.

(b) The term "immediate family" shall include only spouse, child, stepchild, father, mother, brother, sister of an employee and his relatives residing in his household.

(c) Special leave of absence with pay for one (1) day shall be allowed to attend the funeral services of a grandparent not residing in the employee's household, and sister-in-law, brother-in-law, aunt and uncle.

(d) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death of his mother-in-law or father-in-law. Such special leave of absence with pay is for the sole purpose of arranging for and attending funeral services, and shall be taken during the period from the date of death to and including the day of the funeral. Such special leave may be extended without pay at the discretion of the Chief and Director.

(e) Funeral Leave: The Chief/Director shall have the authority to require proof of death and proof of relationship to employee in all cases. A Notice of Death will be acceptable as proof of death.

2. Special leave of absence shall be granted for the sudden serious illness of a person in the immediate family residing in the employee's household necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee.

3. Within the sole discretion of and subject to the prior approval of the Chief and Director, or his designee, an employee may be granted special substitution leave with pay for any tour of duty on which he is able to secure another employee, either captain or lieutenant, interchangeably to work in his place provided such substitution does not impose any additional cost on the Town and request for such leave is submitted to the Chief and Director, or his designee, at least twenty-four (24) hours prior to the special substitution leave of absence becoming effective. All such special leave must comply with Ordinance No. M.C. 2027.

4. Terminal Leave

Effective January 1, 1994, any employee retiring from service who has completed his tenure of duty with the Township and complies with the requirements for eligibility for retirement for age and length of service at the time of such retirement under the applicable New Jersey Police and Firemen's Retirement System or Pension Fund shall be granted four (4) months' [eight (8) pay periods] terminal leave with pay in addition to any other monies due such employee at the time of retirement.

Effective January 1, 1990, Terminal Leave shall be modified to provide for election by the Town to make payment in a lump sum, provided, however, that the employee shall receive the same pay and benefits as if terminal leave was taken by way of time off prior to retirement as in the past.



#### ARTICLE IV

#### SENIORITY LIST

The Fire Department shall establish a seniority list by rank for employees which shall be brought up-to-date on January 1<sup>st</sup> of each year, and immediately posted thereafter in each and every Fire Station, and a copy mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be made to the Director in writing within ten (10) days, or it shall stand as approved.

ARTICLE V

IDENTIFICATION CARDS

If employees are to be provided with an Identification Card or a Nameplate, the cost involved for making the initial card or nameplate shall be borne by the Town.

## ARTICLE VI

### SEPARATION OF EMPLOYMENT

Upon discharge or voluntary quitting, the Town shall pay all monies due the employee on the pay day next following the week of such departure. Earned vacation time shall be included in such payments. Also included in such payments shall be reimbursement in monies for all time owed the employee for previous extra time worked, and not previously paid back by time off.

ARTICLE VII  
GRIEVANCE PROCEDURE

1. Definition:

A "Grievance" within the meaning of the grievance procedure shall be defined as a claim by an employee covered by this Agreement that as to him there has been a misinterpretation, misapplication, or an alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated within ten (10) working days from the time when the employee knew or should have known of its occurrence.

Any employee who has a grievable claim as the result of discharge or suspension in alleged violation of this Agreement and who desires to appeal his discharge or suspension through this grievance procedure must so notify the Union in writing within two (2) days of such discharge or suspension, and the Union shall have the right to file a grievance complaint under Step Two of the grievance procedure within five (5) days of such discharge or suspension. If no grievance complaint is filled within the time specified, then said discharge or suspension shall be deemed to be absolute.

2. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been full determined.

STEP ONE:

The grievance shall be discussed by the employee affected with the Deputy Chief in charge of the Platoon in an effort to resolve the matter informally at that level.

#### STEP TWO:

If, as a result of the foregoing discussions, the matter is not resolved within five (5) calendar days be set forth in writing to the Chief and Director specifying in detail the nature of the grievance. Should no acceptable agreement be reached within the additional ten (10) calendar day period after the request of the written grievance by the Chief and Director, the matter may be referred to arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

#### STEP THREE:

In lieu of submitting the grievance to the Department of Personnel, formerly the Civil Service Commission, State of New Jersey, resort may be held to the remedies in this step, provided, however, that such action must be initiated within ten (10) calendar days of the time the answer was received or considered due in Step Two. The appeal must be made in writing reciting the matter submitted to the Chief and Director as specified above. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable, nor shall any matter be deemed grievable or arbitrable where the ultimate decision must be made by an agency having exclusive jurisdiction over the issue, as for example, a determination by the Board of Trustees of the New Jersey Police and Firemen's Retirement System as to disability.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question and for the selection of an arbitrator in accordance with its rules and regulations;

(b) The rules and procedures of the Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding. The arbitrator shall be without power or authority to

make any decision which recommends the commission of an act prohibited by law or which is violative of the terms of this Agreement; and, except as may be required in order to achieve a result consistent with relevant statutes, decision and regulations. The arbitrator shall not have power to add to or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance as contained in this Article or accepted from this grievance procedure by any other provisions of this Agreement;

(c) The Town and the Union shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance;

(d) Costs:

- (i) Each party will bear the total cost incurred by themselves;
- (ii) The fees and expenses of the arbitrator are the only costs which shall be shared by the two (2) parties and such costs will be shared equally.

(e) The right to request arbitration shall be limited to the parties to this Agreement, and either party may demand arbitration.

(f) Settlement of a grievance at any stage shall not be deemed to be precedent or as necessarily indicating the parties' understanding as to the meaning, construction or application of any provision of the Agreement.

## ARTICLE VIII

### PHYSICAL EXAMINATION

Physical, mental or other examinations required by the Town shall be complied with by all employees, provided, however, the Town shall bear all charges for such examinations. The Union may have the employee examined by a physician of its choice at the employee's expense, if the employee disagrees with the finding of the Town's physician.

## ARTICLE IX

### WORK DAY AND WORK WEEK

1. The normal work week for unit employees regularly assigned fire fighting duties shall be as set forth in Ordinance No. M.C. 2009, subject to all of the provisions thereof.

2. Except as provided in Paragraphs 3 and 4 hereafter, employees regularly assigned fire fighting duties shall start the day tour of duty at 8:00 a.m. and shall end said tour of duty at 6:00 p.m. of the same day, and shall start the night tour of duty at 6:00 p.m. and shall end said night tour of duty at 8:00 a.m. of the following day.

3. Captains regularly assigned fire fighting duties may relieve each other one-half (1/2) hour early at 7:30 a.m. and at 5:30 p.m., if all Captains involved agree and provided that this does not result in any additional costs to the Town.

4. Lieutenants regularly assigned fire fighting may relieve each other one-half (1/2) hour early at 7:30 a.m. and at 5:30 p.m., if all Lieutenants involved agree, and provided that this does not result in any additional costs to the Town.



## ARTICLE X

### VACATIONS

1. Employees covered by this Agreement shall be entitled to annual vacation leave with pay of nineteen working days and, upon compliance with the criteria set forth in Paragraph 3 of Article XXXI, SICK LEAVE, will be entitled to an additional vacation for not using any sick leave during such period of time prescribed in said Paragraph 3.

2. Subject to the restrictions of this Article, the Chief and Director shall have the sole discretion of the scheduling of vacations. Vacations shall be scheduled during the entire year.

3. Employees shall receive their vacation on the following scheduling basis:

(a) There will be twelve (12) vacation periods in the summer consisting of four (4) working days each, the first period to commence in the month of June. No more than one (1) employee from any platoon shall be entitled to vacation six (6) of the periods, and no more than two (2) employees from any platoon shall be entitled to vacation in six (6) periods. The Union shall have the option of designating the six (6) periods in which two (2) employees are entitled to pick vacations. The Chief and Director shall have the discretion to designate an additional period to provide a vacation pick to allow the least senior employee a prime summer pick vacation period when all such periods have been designated by the senior employees.

(b) There will be thirty-three (33) vacations periods during the Spring, Fall and Winter. Employees shall pick no more than one (1) vacation per platoon in thirty (30) vacation periods. In three (3) vacation periods there can be two (2) officers off. The referred to periods include the additional four (4) working days off in lieu of holidays.

(c) In the thirty-six (36) vacation periods remaining, after the implementation of 3(a) and 3(b) above, two (2) officers per platoon may take vacation time provided at least one captain per platoon remains on duty.

(d) A maximum of two (2) consecutive tours on any given selection may be selected for the summer periods.

(e) A maximum of three (3) consecutive tours on any given selection may be selected for the Spring, Fall or Winter periods which would include the employees' four (4) holidays.

(f) If, at the option of the employee, he elects to select his vacation or holidays on a tour-by-tour basis, he may do so provided requirement in section "c" above is adhered to, and each tour be considered as one (1) vacation selection.

(g) Using the above guidelines, an employee may receive a maximum of four (4) vacation selections.

(h) Three (3) days of vacation may be taken as floating days, as long as these days are submitted to the Deputy Chief five (5) days in advance of the day off. These floating days will be selected after other vacations are selected and within requirements of sections "a" and "b" above.

(i) An employee may elect to carry over two (2) vacation days to the next year's vacation, and may do so if he notifies his Deputy Chief that he will carry over any vacation days. This notification shall not be later than one (1) month from the end of vacation year. A two (2) day carry-over is maximum.

4. Vacations shall be selected by employees from Departmental Vacation Schedule on seniority basis by separate working platoons.

5. Vacations shall be granted with pay at the regular rate of pay of the employee.

6. In the event an employee becomes ill, injured or disabled prior to beginning his scheduled vacation, he shall not be required to use his scheduled vacation but such vacation shall be rescheduled by the Chief/Director to any available vacation period, where feasible. To invoke this Section 6, the employee shall give to the Chief/Director to whom he reports ill,

injured, or disabled timely notification in advance of the time and duration of the vacation about to begin.

7. In the event an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive one (1) day's pay for each day of earned vacation which had not been taken at the time of the employee's death.

8. Firefighters that leave notice of their availability shall be eligible for reemployment while on vacation.

ARTICLE XI  
UNION ACTIVITY

Any employee who is acting in any official capacity as a member of the Union shall not be discriminated against with respect to application of any of the provisions of this Agreement for his lawful acts as such official of the Union nor shall there be any such discrimination against any employee because of Union membership or lawful Union activities.

ARTICLE XII  
MANAGEMENT RIGHTS

1. The Town possesses the sole right and responsibility to manage the Fire Department and to the control of its properties and to the operation of its facilities, and for the maintenance of order and efficiency, and that except as may be expressly qualified by the provisions of this Agreement it retains all rights, powers, functions and authorities of management, including but not limited to the hiring, supervision, direction, assignment, transfer, discipline, discharge and promotion of employees, the direction of Fire Department operations and the determination of the work, including overtime, to be performed and the methods, means, entities and personnel by which or through whom the operations of the Department are to be conducted, to make reasonable and binding rules and directives which shall not be inconsistent with this Agreement. It is recognized and agreed that the Town may take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Town, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

3. Nothing contained in this Agreement shall be construed to deny or restrict the Town of its rights, responsibilities and authority under N.J.S.A. 40, 40A and N.J.S.A. 11A or any other national, state, county or local laws or ordinances.

ARTICLE XIII  
POLICE DUTIES

1. The Town shall not assign any employee covered by this Agreement to perform those duties involving the active prevention of crime which are performed by and considered exclusively as duties of police officers, or to carry guns (not applicable to members of the Arson Squad), guard school crossing, to conduct police officer patrol duties, or to supervise over such police functions. The foregoing is not intended to and shall not restrict assignment and performance of fire related duties, as by way of illustration only, detection of fire hazards and of violations of fire codes and regulations, or serve in the Arson Squad, or cooperation with the police in fire related matters, as by way of illustration only, arson investigations, or, pursuant to N.J.S.A. 40A:14-54, the exercise of police officer powers and authority while going to, attending and returning from a fire.

2. The Town shall not require any employee to use hose streams in quelling any riot.

ARTICLE XIV

MUTUAL AID

1. Employees who are either injured or killed while rendering aid to a neighboring community shall be covered by insurance and pension benefits to the same extent as if injured or killed while rendering aid in the Town of Irvington.

2. Mutual aid to other municipalities shall continue except that, subject to law, the same shall not be used to assist any other municipality involved in a job action with its Fire Department by assigning employees into such other municipality on a standby basis in such municipality.

## ARTICLE XV

### PENSIONS

1. The Town will continue to provide pension coverage for the covered employees as required by applicable State laws.

2. As before, the Town shall continue payments to an employee's pension fund while the employee is on sick leave.



## ARTICLE XVI

### UNIFORMS

1. The dress and work uniforms and the wearing and maintenance thereof shall be as prescribed in General Orders #84-7 – Specs; 85-34 – Hat and Breast Badge; 86-16 and 17 – Replacement of Protective Clothing; 87-22 – Review; 88-3 – Fatigue Jacket. Said General Orders will be changed only after consultation with the Union.
2. All uniforms shall be properly cleaned and maintained by each employee at all times and shall be ready for inspection by the Chief and Director at all times.
3. Dress and work uniforms may be purchased from any supplier, provided same comply fully with the specifications and standards as set by the Chief and Director.
4. Each employee shall maintain a cleaned, pressed dress uniform in his locker in Fire Department quarters.
5. The Chief/Director has the authority, after notification of the Bargaining Unit, to make changes in the work uniform and/or station wear. Such changes shall be at the Township's expense.
6. Each captain assigned fire fighting duties shall remain attired in the uniform (regulation station wear) of the day until properly relieve from duty by the appropriate employee attired in the uniform (regulation station wear) of the day coming on duty.

## ARTICLE XVII

### HEALTH BENEFITS

1. The Town agrees to continue to provide at its expense the health insurance coverage currently in effect for each employee and his dependents in accordance with applicable resolutions and ordinances.

2. When an employee is on sick leave, the employer shall continue to pay his coverage for the Health Benefits Plan.

3. Insurance coverage provided for above shall be continued after retirement of an employee for the employee and his spouse only, the Town to pay the premiums for the employee and his spouse only on the following conditions:

(a) Such employee must have retired on or after July 1, 1974 after twenty-five (25) or more years of service with the Town;

(b) The employee is not covered under any other similar insurance programs;

(c) Upon the employee attaining age sixty-five (65) such coverage and the obligation of the Town to pay therefore shall cease unless the employee gives timely notice to the Town Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Town will pay the Medical Insurance premiums for the employee covered by Medicare and for his spouse only, but not the Hospital Insurance premiums. The Town may, at its sole option, elect to pay the Hospital Insurance premium or equivalent for any employee not covered by Medicare in lieu of continuing the insurance coverage provided for in Paragraph 1 above.

(d) Any employee who is eligible for payment of premiums under this provision but who is not presently enrolled on the Town's Health Benefit Plan shall receive the benefit effective the next available enrollment date.

(e) Effective January 1995, the individual health insurance plan deductible shall be increased from the current amount of \$100.00 per annum to the amount of \$200.00 per

annum. The family health insurance plan deductible shall be increased from the current amount of \$200.00 per annum to the amount of \$300.00 per annum. The increases in these deductibles shall not apply to employees who retire from active service on or before January 1, 1995. In addition, effective July 1, 2002, the employee's co-pay to physicians shall be increased from \$10.00 to \$20.00 per visit.

4. Effective March 1, 1984, the Town will provide the New Jersey Dental Service Program at a cost per employee of not greater than twenty-two dollars and ninety-two cents (\$22.92) per month, including dependent coverage to the age of 19 or, if a full-time student, to the age of 23; and, in addition, effective January 1, 1988, the Town will provide an optional HMO Dental Plan.

5. Effective January 1, 2002, retirees shall have the opportunity to secure coverage under the Dental Plan at the Township's sole cost and expense for all retirees who retire after January 1, 2000. The Township shall be responsible to supply dental insurance coverage to the retiree and his/her spouse of:

A. The employee is not covered under any other similar insurance programs (In the event an employee's coverage as a primary insured under such other similar insurance program shall terminate, the employee will be eligible for the insurance benefits provided herein subject to the other conditions of this Article;

B. Upon the employee attaining age sixty five (65), such coverage and the obligation of the Township to pay therefor shall cease unless the employee gives timely notice to the Township Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Township will pay for the medical premiums for the employee covered by Medicare and for his spouse only, but not for the hospital insurance premiums. The Township will pay the hospital insurance premium or equivalent for any employee not covered by Medicare in lieu of continuing the insurance coverage provided herein.

C. The Township agrees that if an officer is killed in the line of duty, effective prospectively, full medical coverage shall be provided by the Township for the spouse and dependent(s) of the officer killed in the line of duty. Should the spouse remarry, his/her full coverage shall cease. However, the full medical coverage shall remain in effect for the dependents(s) consistent with dependent(s) coverage provided by the Township.

ARTICLE XVIII

VACANCIES AND PROMOTIONS

The Town will request the Department of Personnel, formerly Civil Service Commission, State of New Jersey, to conduct expeditious examinations to fill vacancies which the Town intends to fill.

## ARTICLE XIX

### LONGEVITY

1. All employees shall be paid, in accordance with provisions of applicable municipal ordinances not inconsistent herewith, an amount in addition to base pay scale, as payment for years of faithful service rendered, equal to the following:

(a) Over 5 years' service but less than 10 years service, an amount equal to 2% of the yearly base pay;

(b) Over 10 years' service but less than 15 years service, an amount equal to 4% of the yearly base pay;

(c) Over 15 years' service but less than 20 years service, an amount equal to 6% of the yearly base pay;

(d) Over 20 years' service but less than 24 years' service, an amount equal to 8% of the yearly base pay;

(e) Over 24 years' service an amount equal to 10% of the yearly base pay.

2. This longevity shall be paid as part of the employee's salary, on regular paydays, every two weeks.

3. New longevity rates shall start immediately on the Anniversary Date of each employee.

4. Longevity pay is included as part of the base pay for pension purposes.

## ARTICLE XX

### WAGES

1. The following salary increases (percentage) shall apply to be earned on and after the effective dates listed below, but not to be paid until the end of the first pay period after July 1, 2000, when all increases will be paid retroactively to their respective effective dates:

Effective July 1, 2000:	3.00% increase
Effective July 1, 2001:	2.50% increase
Effective July 1, 2002:	2.50% increase

The following salary increases (percentage) shall apply to be earned and paid on the effective dates listed below:

Effective July 1, 2003:	3.00% increase
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2. Effective January 1, 1993, the hourly rate shall be calculated by dividing the annual salary by 2184.

3. Retroactive pay for July 1, 2000 and July 1, 2001 shall be paid as soon as possible in Fiscal Year 2003, but in no event later than August 1, 2002.

## ARTICLE XXI

### OVERTIME

1. Any employee assigned to fire fighting duties working in excess of his regularly assigned work week or work schedule shall be paid for such overtime on the following basis:

(a) Any employee remaining on duty after his regular shift shall be paid overtime at one and one-half (1-1/2) times the hourly rate which the employee normally received for his regularly assigned duty;

(b) Any employee called in under re-employment or emergency recall to work outside his regularly scheduled tour of duty shall be paid at one and one-half (1-1/2) times the hourly rate which the employee normally receives for his regularly assigned duty and shall be guaranteed three (3) hours' pay at the time and one and one-half (1-1/2) pay rate. The foregoing provision as to guarantee three (3) hours' pay shall not apply when an employee is called to report early for his regular shift and works into his regular shift or when an employee is held over on duty after his regular shift, and shall not apply to General Departmental Inspections or General Departmental Meetings.

2. It is agreed that the Chief and Director may call two (2) General Departmental Meetings and, in addition thereto, one (1) General Department Inspection each year, not to exceed two (2) hours in duration each, and that employees attending the same shall not be entitled to receive any compensation for such attendance.

3. Services rendered on a voluntary basis, such as for parades and funerals, shall not entitle the employee to any compensation.

4. It is expressly agreed that overtime compensation will be paid as soon as budgetary requirements permit.

5. The Union shall prepare and submit to the Chief and Director, no later than the 20<sup>th</sup> day of each month, a re-employment list to be used for the purpose of filling known



vacancies to occur the month next succeeding the submission for such roster. The Chief and Director, or his designee, shall utilize the list submitted for the purpose of preparing a roster to be used for filling such vacancies. Said roster will be posted on the Officers' Bulletin Boards and it shall be the responsibility of each employee to check the list in order that he may have knowledge of his assignment. Any employee unable to fulfill the designated assignment shall expeditiously find a suitable replacement and shall notify the Chief and Director, through his designee the Riding Deputy Chief, of the name of such replacement at least forty-eight (48) hours prior to the time when the assigned duty is to commence. Any employee who is unable to fulfill his designated assignment shall be ineligible for continued placement on the re-employment list; provided, however, that the Chief and Director can permit continued placement of such employee, in his sole discretion, for good cause shown by the employee for such inability.

6. During any vacation period, and the seventy-two (72) hour period immediately before and after such vacation period that the employee is not scheduled for duty, (this is limited to regular re-employment duty and not emergency duty), such employee will be excused from responsibility under Paragraph 5 and Paragraph 7 to find a replacement.

7. No later than seven (7) calendar days after the execution of the within Agreement the Union shall submit to the Chief and Director an emergency recall list to be used for the purpose of selecting employees to fill vacancies which should occur after the preparation of the re-employment roster, including vacancies caused by failure of employees to fulfill their assignments designated on the re-employment roster. Employees assigned to duty from the emergency recall list who are unable to fill their assignment shall immediately locate a suitable replacement and shall notify the Riding Deputy Chief of the replacement's name within one (1) hour from the time of notification of such assignment. In the event such notification is not received within said one (1) hour period, the Riding Deputy Chief may thereupon appoint either another employee or a fireman as Acting Officer in order to fill the vacancy. In the event the

Union does not submit the emergency recall list as required hereinabove, the Riding Deputy Chief may, in his discretion, appoint either another employee or a fireman as Acting Officer to fill any vacancy which would have been filled from the emergency recall list. Any employee who is unable to fulfill his designated assignment shall be ineligible for continued placement upon the emergency recall list; provided, however, that the Chief and Director can permit continued placement of such employee, in his sole discretion, for good cause shown by the employee for such inability.

8. Only employees whose names appear on the re-employment list and the emergency recall list and who continue to maintain their eligibility to appear on both such lists shall be permitted to have their names included on either list.

9. Employees who are assigned to the staff division and who are called in under emergency recall for fire fighting duties outside of their regular scheduled duty periods shall be paid for such overtime fire fighting work at one and one-half (1-1/2) times the regular hourly rate and shall be guaranteed three (3) hours' pay at the time and one and one-half (1-1/2 ) pay rate.

## ARTICLE XXII

### HOLIDAYS

1. As of December 31, 2001, the Township shall roll holiday pay into the employee's base salaries for calculations of pension and pay. Holiday pay shall not be included in the calculation for determining the overtime rate for the purpose of overtime payment. The parties agree to negotiate procedures to address holiday pay for 2002 already paid under the terms of the previous agreement.

2. Each employee shall receive, in addition, four (4) days off with pay in lieu of regular holidays which shall be added to the employee's vacation time. These four (4) days off in lieu of holidays shall be picked in either the Spring, Fall or Winter vacation period selected by the individual employee, as provided in Article X, Paragraph 3(b). Such schedules of days off in lieu of holidays may be changed at the discretion of the Chief and Director in order to meet Department manpower requirements.

3. Superior Officers shall receive any unscheduled Township declared holiday. Superior officers shall be credited with vacation time or paid at the option of the Employer. The holiday shall be computed based on a twelve (12) hour day, and the hourly rate shall be calculated by dividing the annual salary by 2184. Effective January 1, 1994, Township Office closings and/or early dismissals due to inclement weather shall not constitute a Township declared unscheduled holiday.

## ARTICLE XXIII

### CLOTHING AND MAINTENANCE ALLOWANCE

The Clothing and Maintenance Allowance shall be \$550.00 per year, which shall be paid in accordance with the current provisions of any Municipal Ordinance adopted pursuant herewith. The Clothing and Maintenance Allowance shall be paid to each employee by separate check on the first Friday in December which is not a payday.

ARTICLE XXIV  
RULES AND REGULATIONS

1. Any new rules or modifications of present rules affecting working conditions shall be discussed with the majority representative prior to their establishment, in accordance with N.J.S.A. 34:13A-5.1 et seq.

2. Each employee shall be provided with safety equipment, as required by law, and instruction for its proper use, as required by law. This shall be accomplished by the Township in a timely and expeditious manner.

ARTICLE XXV

MISCELLANEOUS

1. If there is a conflict between the general rules and regulations of the Department and the expressed terms and provisions of this Agreement, the expressed terms and provisions of this Agreement shall apply, to the extent that the same is permitted by law.

2. The Town agrees to reproduce and make available for distribution a copy of the Agreement for each employee of the unit.

3. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

4. This Agreement may be modified during the term of the Agreement only by mutual agreement between the parties. Any modification agreed upon shall be reduced to writing, signed by authorized representatives of both parties, and shall become an addendum to this Agreement after approval by the Town.

ARTICLE XXVI

LINE OF DUTY INJURIES

An employee hospitalized due to line of duty injuries shall be provided with semi-private accommodations, if available. Hospital and medical expenses of any employee due to line of duty injuries shall be paid by the Town.

ARTICLE XXVII

ACTING DEPUTY CHIEF'S PAY

Any employee assigned by the Chief and Director to serve as Acting Deputy Chief, and who serves as such Acting Deputy Chief for one (1) full working day under such assignment, shall be paid at the Deputy Chief base rate of pay for the entire period of such assignment. The Chief and Director has the sole discretion in the assignment of employees to serve as Acting Deputy Chief, provided, however, that such selection shall be made first from any then existing Civil Service list of Deputy Chief Eligibles, if such list is available.



## ARTICLE XXVIII

### ACTING CAPTAIN'S PAY FOR LIEUTENANTS

Any fire lieutenant serving in an acting captain capacity shall be compensated at a fire captain's salary rate at a day for day basis. By that it is meant that should an employee serve as an acting captain for the period of 8:00 a.m. to 6:00 p.m., he/she shall be paid for that time at the captain's rate of salary. Likewise, in the event a lieutenant serves in the capacity of a captain for the period commencing 6:00 p.m. to 8:00 a.m., he/she shall be paid for said period at the captain's rate of salary.

ARTICLE XXIX

SANITARY CONDITIONS

All sanitary facilities in firehouses, such as toilets, urinals, showers, wash basins, shall be kept in good working order.

ARTICLE XXX

NO STRIKE-NO LOCKOUT

1. During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, unlawful picketing, work stoppage, or any other type of organized interference, coercive or otherwise with the Town's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspapers and ordering all such members who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the Town may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Town agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

2. Nothing set forth above shall prohibit the Union from publicizing its aims and objectives by all lawful means.

## ARTICLE XXXI

### SICK LEAVE

1. Sick leave shall be in accordance with the provisions of N.J.S.A. 40A:14-16.

2. The procedure to be followed in qualifying for sick leave shall be in accordance with Departmental General Order # 87-9 and such Departmental Directives promulgated from time to time by the Chief and Director.

3. Effective January 1, 1991, all employees who do not use any of their sick leave from January 1 until June 30 of any year shall earn one (1) additional vacation day which shall be credited on July 1 of such year, and all employees who do not use any of their sick leave from July 1 until December 31 of any year shall earn another additional vacation day to be credited on January 1 of the immediately following year. All additional vacation days earned pursuant to the sick leave incentive program set forth herein shall be treated as vacation days pursuant to Article X. In the event an employee is absent due to any line of duty injury such absence will be considered sick leave for purposes of earning additional vacation days pursuant to the sick leave incentive program set forth herein. The foregoing is intended as an incentive to limit the use of certain sick leave.

4. Sick Leave-Employees Hired After October 5, 1994.

Section A. Each employee shall be entitled to one (1) day per month for non-occupational sick leave during his first calendar year of service. Thereafter, commencing on January 1, he shall receive fifteen (15) days of sick leave per year. Any sick leave days which remain unused shall be cumulative from year to year.

Section B. Any employee who sustains a job-connected illness or injury shall be continued on full pay for a period of one (1) year or until such time as the employee becomes entitled to a disability pension, whichever shall be sooner. During a period of occupational injury or illness, the employee shall not be charged any sick days.

Section C. Employees who receive worker's compensation or temporary disability benefits while on a sick leave shall be paid the full salary and shall remit such compensation or disability payments to the Township.

Section D. Employees requiring non-occupational sick leave which exceeds the number of sick leave days granted during the year and beyond the number of accumulated, unused days, may be granted sick leave without pay for up to six (6) months. In the event additional time is required, an extension of an additional six (6) months will be given consideration by the Township upon request by the employee.

The Township and F.M.BA. #14 shall develop a voluntary sick bank plan to be participated in by employees hired after October 5, 1994, who would contribute days from their annual sick leave allotment. These days would be available for use by plan participants when they have exhausted sick leave. Such utilization of the plan by an employee shall be with the approval of the overnight committee consisting of one F.M.B.A. member and the Chief/Director.

Section E. (1) Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment, unless such employee shall have retired with twenty (20) years or more of service.

(2) Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,500.00.

(3) The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.

(4) Any employee who incurs a separation of service for any reason except that due to temporary lay-off shall have his accumulate sick leave computed only from the date of return to employment.

(5) Notice of intention to claim the benefits provided herein must be made in writing to the Township on or before November 1<sup>st</sup> of the year prior to the year in which the retirement become effective. In the event an employee fails to give notice by November 1<sup>st</sup> for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1<sup>st</sup> notice date, he will receive the benefit provided for. The Township, however, may defer payment of all or part of the benefit to the year following the retirement.

Section F. Employees hired prior to October 5, 1994 shall continue to be afforded sick leave as described in Section 3 of this Article.

ARTICLE XXXII

FIRE LABOR-MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times matters of mutual concern, but not to include amendment to this Agreement.

ARTICLE XXXIII

SAVINGS CLAUSE

In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.



ARTICLE XXXIV

PERSONNEL FILES

1. The Township agrees to allow each employee to inspect his personnel files at reasonable time upon written request by the employee. Employment references may be excluded from such inspection at the discretion of the Director. The employee shall be permitted to copy all documents contained in his personnel file. Personnel file is defined as the file which is maintained in the Director's Office.

2. All written reprimands and commendations inserted in an employees personnel file will be initialed and dated. Copies thereof shall be furnished to each employee at the time of such insertion.

3. An employee may file a written comment or response concerning any document placed in his file within thirty (30) calendar days after his inspection of the file.

ARTICLE XXXV

TERMS OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2000, and shall remain in full force and effect until June 30, 2004. The parties shall commence negotiations as to a successor Agreement no later than March 15, 2004.

2. This Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

IRVINGTON FIRE OFFICERS ASSOCIATION  
Local 2004 affiliated with the  
I.A.F.F. A.F.L.-C.I.O.

TOWNSHIP OF IRVINGTON

JOHN TIERNEY PRES.  
\_\_\_\_\_  
John Tierney

By

\_\_\_\_\_  
Wayne Smith